

TOWN OF AMHERST

**REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES**

REQUEST FOR ENGINEERING PROPOSALS

The Town of Amherst requests proposals for Professional Engineering services from firms with experience in the evaluation water quality issues and planning of public drinking water system projects. The initial scope of work will involve updating the Town's hydraulic model and creating a new water quality model and will result in a preliminary engineering report on how the Town should address low pressure and water quality problems. The Town may award a contract or contracts that will allow for the addition of other engineering work on a task order basis as outlined in the RFP document.

A full copy of the request for proposals package is available on the Town's web site at www.amherstva.gov. Proposals are due in the Town Hall by September 15, 2016 at 5:00 PM.

Disadvantaged Business Enterprises (Small/MBE/WBE firms) are encouraged to submit proposals.

Anticipated Project Procurement Phase Schedule:

Request for Proposal Advertisement Date.....	August 5, 2016
Pre-Proposal Meeting	August 26, 2016 at 10 AM (in Town Hall)
Written Questions Due (via email)	August 29, 2016 at 5 PM
Responses to Questions Available	September 2, 2016
Proposals Due	September 15, 2016 at 5 PM
Interviews.....	September 26, 2016 (Tentative)
Contract Award	October 13, 2016 (Tentative)

174 S. Main Street
Post Office Box 280
Amherst, Virginia 24521
434/946-7885
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SECTION 1: INTRODUCTION AND BACKGROUND

1.1 INTRODUCTION

The Town of Amherst is in need of long-term agreements for GENERAL ENGINEERING SERVICES to provide professional engineering services and assistance on an as-needed basis to support a variety of technical and construction administration discipline areas. It is anticipated that contract(s) will be awarded for an initial (base) three-year period, with an option to extend for two (2) additional one-year periods. The Town of Amherst has not set a maximum number of contracts to be awarded to any one firm, but will self-regulate by rotating work among firms and using this contracting mechanism for discipline-specific assignments.

This RFP provides prospective Respondents with sufficient information to enable them to prepare and submit proposals to provide GENERAL ENGINEERING SERVICES. The Town of Amherst intends to award the number of Agreements that it considers to be appropriate to support its engineering requirements.

An immediate project that the Town will undertake involves a Virginia Department of Health funded initiative described later in this document.

1.2 REQUESTS FOR INFORMATION

This RFP contains the instructions governing the proposals to be submitted and the material to be included therein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal.

Any requests for clarification or additional information regarding submission of this RFP shall be submitted via e-mail to jack.hobbs@amherstva.gov or asked during the optional Pre-Proposal meeting. Written requests for interpretation, clarification, and/or additional information must be received by the deadline listed on the cover page. The Town of Amherst will answer questions in the form of an addendum to this RFP, posted online, and not send out an individual or separate communications.

1.3 SUBMISSION OF PROPOSAL

Respondents are requested to submit:

- ☐ Five (5) copies of their technical proposal,
- ☐ One (1) electronic copy of the proposal provided as a .pdf on a memory stick, and
- ☐ One (1) copy of their price proposal, in a separate envelope marked "Confidential."
- ☐ One (1) copy of their price proposal, in a separate envelope marked "Confidential."

The proposals must be received in the Amherst Town Hall by the deadline listed on the cover page. Responses must be in the format noted. The Town of Amherst reserves the right to disqualify any response submitted incorrectly.

Responses are to be addressed as follows.

PROPOSAL FOR GENERAL ENGINEERING SERVICES
ATTN: Jack Hobbs
174 S. Main Street
P.O. Box 28
Amherst, VA 24521

Submittal instructions:

1. Proposals (including both technical and price proposal envelopes) should be either mailed or hand-delivered. If the proposal is sent by mail, please allow extra time for delivery before the deadline. Proposals received after the deadline will be discarded or returned to the Respondent unopened. (Note: No e-mailed or faxed proposals will be accepted. The US Postal Service will not deliver to the street address.)
2. Both the technical and price proposals must contain the signature of a duly authorized officer or agent of the Respondent's company empowered with the right to contractually bind the Respondent.
3. Each technical proposal must be sealed and addressed as stated above to ensure confidentiality of the information prior to the submission date and time. The Town of Amherst will not be responsible for premature opening of technical proposals not properly labeled.
4. Each price proposal must be sealed in a separate envelope and marked as confidential to ensure confidentiality of the information prior to the submission date and time. Only one (1) copy of the price proposal is required to be submitted.
5. Proposals become the property of the Town of Amherst upon receipt by the Town of Amherst. The content of proposals will be kept confidential until an award is made, after which the content will no longer be kept confidential, except as provided herein.
6. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are modified shall be sealed and resubmitted according to the above instructions prior to the proposal submission deadline.

SECTION 2: ADMINISTRATIVE REQUIREMENTS

2.1 OBJECTIVE OF REQUEST FOR PROPOSALS

The objective of this RFP is to provide sufficient information to enable qualified Respondents to submit written proposals for General Engineering Services. The RFP is not a contractual offer or commitment to purchase products or services.

Information provided must be legible. Corrections and erasures must be initialized. Each proposal shall be accompanied by a transmittal letter signed in ink by an authorized representative of the Respondent. The contents of the proposal submitted by the successful Respondent of the RFP may become part of any contract awarded as a result of this solicitation.

2.2 ADDENDA TO THE REQUEST FOR PROPOSALS

If it becomes necessary to revise any part of the RFP, an addendum will be placed online at www.amherstva.gov after the non-mandatory pre-proposal conference noted on the cover sheet but at least three days prior to the proposal deadline. Respondents are responsible to check online prior to submission of their proposal and acknowledge receipt of addendum(s) within their proposal.

2.3 AWARD OF CONTRACT

Agreements may be negotiated with Respondent(s) whose technical proposal is determined to be most responsive to the Town of Amherst's needs and most advantageous to the Town of Amherst, considering the factors based on the criteria described herein, all as solely determined by the Town of Amherst.

Proposals should, therefore, be submitted initially on the most favorable terms of qualifications, technical experience, and in the separate price proposal. The Town of Amherst reserves the right to reject any or all proposals. It is not the Town of Amherst's intent to base selections solely on price, but to use the price proposal as the basis for future negotiations.

2.4 AGREEMENT

The Town of Amherst does not guarantee that it will request any or all services covered by the Agreement. Issuance of an Agreement will not give rise to a claim by Respondent for entering into such Agreement including, but not limited to, claims for anticipated profits or compensation for overhead or other related costs.

Specific services under the Agreement will be authorized by a written task order. The Town of Amherst will request services or assistance and Respondent shall review its resources to verify that qualified individuals are available to satisfy the Town of Amherst's request. If qualified individuals are available, Respondent will provide a written response describing the approach to be taken for performing requested services, estimated cost, key team members, and the schedule for completion via Task Order Attachments. If mutual agreement is reached, the Town of Amherst will issue a Task Order (which will include by attachment the Respondent's written response) for execution by both parties and authorizing the Respondent to proceed with the services. Costs associated with developing the written response shall be the financial responsibility of the Respondent.

Award of an Agreement does not establish an exclusive agreement with the Respondent. The Town of Amherst reserves the right to obtain the services from other sources.

2.5 RESPONDENT RESPONSIBLE FOR PROPOSAL COSTS

The Town of Amherst is not liable for any cost incurred by any Respondent associated with the preparation of a proposal or the negotiation of an Agreement for services prior to the issuance of an Agreement. Respondent is responsible for costs associated with responding to the RFP including costs related to site visit(s) and estimate preparation(s) for work authorized under the Agreement.

Respondents may be asked to present their proposals and/or to demonstrate ability to provide products or services before a committee or the Town Council of the Town of Amherst. The Respondents shall bear the costs for such presentations.

2.6 ECONOMY OF PROPOSALS

Respondent must submit a complete and concise response to the RFP, which will be retained by the Town of Amherst. Proposals should be prepared simply and economically, while providing complete details of the Respondent's abilities to meet the requirements of this RFP.

2.7 PROPOSALS BINDING

Respondents are advised that proposals shall be binding upon the Respondent for sixty (60) days from the proposal due date. A Respondent may withdraw or modify their proposal any time prior to the proposal due date by a written request, signed in the same manner and by the same person who signed the proposal.

2.8 NOTIFICATION

Each Respondent submitting a proposal in response to this RFP will be notified as to acceptance or rejection of their proposal. The Town of Amherst plans to issue such notices immediately after the award decision is made. It shall be understood that the Town of Amherst may delay this action if it is deemed to be in the best interest of the Town of Amherst.

2.9 RIGHT TO REJECT PROPOSALS AND NEGOTIATION

The Town of Amherst reserves the right to reject any and all proposals and to waive any formality in proposals received, to accept or reject any or all of the items in the proposal, if it is deemed in the Town of Amherst's best interest.

The Town of Amherst reserves the right to negotiate any and all elements of the proposal, if such action is deemed to be in the best interest of the Town of Amherst.

SECTION 3: PROPOSAL CONTENT AND SELECTION PROCESS

3.1 GENERAL SUBMITTAL REQUIREMENTS

The following submittal requirements must be satisfied for each section of this RFP. This information will be used as the basis for selection as well as to populate a consultant selection matrix from which the Town of Amherst will award future projects.

Respondents can limit the number of technical disciplines for which they would like to be considered based on company and/or local office strength. Respondents will not be penalized for restricting submittals to true areas of technical strength. Proposals made in a superfluous manner where any or all technical sections submitted do not demonstrate discernable strength or potential value to the Town of Amherst may be disregarded altogether. *The Town of Amherst will not consider teaming arrangements or subcontracting strategies.* As an example, a firm that must routinely subcontract for structural discipline design services should not submit on that technical discipline area under the assumption that a subcontractor will provide the service.

3.2 PROPOSAL FORMAT

The proposal format shall be as follows:

All Sections. The page limit includes tables, figures, photographs and other graphical representations, all of which must be included within the same contiguous section for a given technical discipline area. Page limits refer to limits of text (i.e., double-sided prints will be counted as two pages).

Font Size. The font size for text pages shall be no smaller than 10 point. The overall proposal presentation must be legible. Illegible proposals will not be considered.

Cover Letter. Two (2) page, maximum. Pages must be 8-1/2" x 11".

Proposal Presentation. Proposals must be tabbed. Individual section tabs must be clearly labeled corresponding to the proposal's table of contents to facilitate efficient review.

Summary Pages. Three (3) pages maximum. Pages must be 8-1/2" x 11". The summary pages should provide an at-a-glance indication of the technical discipline areas addressed in the RFP and also a one-page Organization Chart summarizing, program management, project management and staff for each technical area being proposed on. Other summary information can include qualifications and experience, and other unique or other useful information.

Detailed Company Background and Demonstrated Abilities. Five (5) pages maximum. Pages must be 8-1/2" x 11". At a minimum, provide information relative to your firm including firm name(s); business address; telephone number; state in which the firm was organized or incorporated; type of

ownership; name and location of parent company and subsidiaries, if any; and indication of whether the firm is licensed to do business in Virginia. Also, provide information on demonstrated abilities to respond rapidly to project requests and to meet project staffing needs, schedules and budgets. Identify if the firm is one of, or a combination of: SBE, MBE or WBE.

Technical Discipline Sections. Subsequent sections for each technical discipline area for which the Respondent would like to be considered must be three (3) pages, maximum each. Pages must be 8-1/2" x 11". One of the three (3) pages in each individual section can be in an 11" x 17" tri-fold format. Submittal detail for the Technical Discipline Sections is provided in Section 3.3.

Resumes. Brief personnel sketches or summaries can be in the Technical Discipline Sections at the consultant's discretion, with the page limits in consideration. Resumes should be included in a separate, tabbed section following the Technical Discipline Sections. Resumes must be limited to two (2) pages, one-sided, or one (1) page front and back for each person.

3.3 TECHNICAL DISCIPLINE SECTION DETAIL

Each consultant's technical discipline section shall include the following information:

Firm and Project Experience. Relevant project experience in the technical discipline areas including, but not limited to a list of at least five (5) relevant projects that have been completed during the past five (5) years by the firm, including project reference information.

Staff Location. Location(s) of the office(s) where the project services will be performed, including the main project office location where the project team (potential project manager as well as technical and support staff) will be based.

Proposed Team Qualifications. Qualifications and experience of key staff in the planning and design, as applicable, of relevant projects:

- Proposed Project Manager(s) for a particular discipline (the Town of Amherst understands this assignment may change due to project assignment and consultant workload)
- Discipline-specific technical staff
- Other technical staff that may be in a support role
- CADD capabilities, GIS and/or Mapping capabilities as applicable.

3.4 PRICE PROPOSAL

In a separate sealed envelope, provide Respondent firm's billing structure, including labor rate structures by labor categories and other non-labor rates.

The rate table must provide information on all proposed mark-ups and fees, and will be incorporated into the selected firm's Consulting Agreement. Note that the Town of Amherst will only allow Other Direct Costs to be billed at cost. No 'project development costs' or similar hourly cost recovery charges will be allowed as all of these costs are to be included in the hourly billing rates.

The Town of Amherst intends to open the price proposals envelopes for top ranked firms. The Town of Amherst will destroy unopened price proposal envelopes upon completion of successful negotiations with the top ranked firms. Information provided in the price proposal will serve as the basis for negotiations, but not for initial selection.

3.5 MINORITY AND WOMEN OWNED BUSINESSES

The Town of Amherst encourages minority owned businesses (MBE) and women owned businesses (WBE) to submit proposals for this offering.

3.6 DAVIS-BACON AND AMERICAN IRON AND STEEL (OR ALTERNATING ARRA BUY AMERICAN)

One of the upcoming projects funded by the Virginia Department of Health will require the contractor to follow Davis-Bacon Wage requirements and American Iron and Steel requirements. Proposals are encouraged to address your ability to include these requirements in the requests for bids.

3.7 SELECTION PROCESS

Professional firms will be evaluated on the criteria listed below. The selection team will review the firm's approach to ascertain Respondent's relative experience, project staff, past performance on the Town of Amherst assignments and/or reference client assignments, and client references. The Board recognizes the desirability, need and importance to the Town of Amherst of encouraging the development of Small Business Enterprise (SBE), Minority Business Enterprise (MBE) and Woman Business Enterprise (WBE). A short list of the most qualified firms will be entered into the final selection matrix from which the Town of Amherst will award future projects.

	Max. Points
Firm's experience record on similar projects; the firm's ability to develop meaningful cost-loaded schedules and adhere to schedules and budgets.	35
Qualifications and relevant project experience of key personnel in the technical discipline	35
Capability of local staff to complete assignments	15
Familiarity with SRF/RD/etc. Funding Requirements	5
Proposal organization per RFP, clarity, conciseness and thoroughness	5
Location of serving office in relation to Amherst	5
PMP certification status for project personnel	5*

*This is a potential bonus 5 points to be added in technical and construction management discipline areas where appropriate.

SECTION 4: REFERENCE DOCUMENTS

The following are available on the Town of Amherst web site at www.amherstva.gov:

- Town of Amherst 2009 Comprehensive Plan: General history, description and maps of the Towns water and sewer systems (see pages 65 and 84)
- Past years Comprehensive Annual Financial Reports (under the Finance Department link)
- FY 17 Budget
- Town of Amherst utility detail sheets (under Forms button)
- Town of Amherst Town Code (See Chapter 17 for utility rules and regulations)
- Town of Amherst Zoning Map

SECTION 5: ANTICIPATED WATER QUALITY STUDY TASK

- 5.1. This task is intended to fulfill the requirements of the Virginia Department of Health relative to a recent planning grant award and in anticipation of future fundings by that agency.
- 5.2. The anticipated scope of this task will involve thoroughly addressing an evolving and dynamic water quality issue described as follows.

This project will update the Town of Amherst's hydraulic water model (using the usual flow and pressure maintenance EPANET platform), create a new water quality model and produce a preliminary engineering report on how the Town should address existing and anticipated water quality problems.

The Town has greatly improved its water system's infrastructure over the past two decades. Featured accomplishments include:

- *A watershed protection program that has maintained and improved the Town's water source,*
- *Refurbishing and expansion of the Town's water treatment plant which has doubled the rated production capacity and associated pumping rate,*
- *Interconnection with a neighboring water system for redundancy,*
- *Adding a 1.0 MG water tank and refurbishing the one old 1.0 MG water tank,*
- *Taking on Sweet Briar College as a wholesale water customer when that organization decided to suspend its water production operations,*
- *Installation of many miles of 8, 10 and 12" water mains to replace old pipes, some of which were smaller than 2", and*
- *Identification and removal of many system leaks.*

Concurrent with these improvements, the Town's water system is experiencing

- *Very few new users,*
- *Lower water use rates by existing customers,*
- *Having to meet more stringent water quality rules, and*
- *Water rates that are higher than anyone would prefer.*

This evolution has resulted in growing problems related to the post-treatment age of water in the Town's pipes and tanks. When these problems were brought to the Town's attention, an end of pipe flushing program was immediately instituted. A strong array of advisers was consulted by the Town's management and waterworks operational staff. On a voluntary and cooperative basis, the Town staff collected numerous water quality samples during a chlorine/fluoride decay study, and the resulting data was reviewed by the Virginia Department of Health's Danville field office staff.

Several ideas on how best to address this problem have been put forward, but these have not been fully analyzed for impacts and effectiveness. They include:

- *A more targeted – or even optimized - flushing program, perhaps involving automatic valves,*
- *Rechlorination at key points in the water distribution system,*
- *Altering the pumping rates from the water plant, or altering the hours when the pumps are being operated,*
- *Changing the chemicals used in the water treatment process, and*
- *Modelling to help determine how the Town can best meet more stringent water quality standards.*

Such modelling needs to be done while respecting the Town's ongoing struggle to maintain 20 psi in all parts of the system during flushing, fire and other high-flow or low-tank situations.

The goal of the study is to proactively identify options on how to address bacteriological, disinfection byproduct contaminant and other identified issues so that the best quality of water can be delivered to the

Town's users in the most cost efficient way. The Town would use VDH funding to employ a consultant to produce the study and lead a strategy discussion on the Town's next steps.

5.3. The Town will require engineering services with a scope of work that is expected to involve:

- Assumption of an appropriate level of project leadership and some measure of responsibility for the Town meeting the project schedule and deliverable requirements.
- Performing to a professional standard of care, most likely under the EJCDC E-500 (or abbreviated form) contract model.
- Provide all usual and customary items normally provided by the Engineer that are required by VDH and VRA funding programs.
- Deliver final documents in print and electronic format. The Town will have all privileges to such as-built drawings and work products and will not be subject to any copyright claims from the Engineer.
- Integration of the new 60 West, Whitehead/Maple Drive and Main Street water pipe projects into the Town's overall water asset inventory and mapping system.
- Draws to match VDH draw standards which might be 50% upon delivery of an approvable document to the VDH and 50% upon project completion. The engineer should not expect to be paid before the Town receives funds from the grant agency.

5.4. Deliverables

As the Town desires to avoid startup costs for this work, the successful proposer will be expected to conduct an investigation of Town facilities, documents and plans on file, and other Town resources and opportunities immediately upon contract acceptance. A thorough initial review of the project will be expected. Preparation of a written report as a result of this review phase of the contract will not be required.

Anticipated deliverables include:

- At least three full color printed copies of the final report
- One electronic copy of the final report in pdf format
- One presentation of the final report at a public meeting
- Concise recommendations on what should be done to address flow, pressure and water quality issues in various scenarios (change in customer use patterns, time of year, etc.)
- At least three relevant projects described to the point where the Town can claim VDH approval of the PER in upcoming VDH or other construction funding applications.
- Hydraulic (flow and pressure) and water quality model information in EPANET format installed and running on Town Hall computers.

5.5. A copy of the VDH funding award letter package follows.



COMMONWEALTH of VIRGINIA

Marissa J. Levine, MD, MPH, FAAFP
State Health Commissioner

DEPARTMENT OF HEALTH
OFFICE OF DRINKING WATER

John J. Aulbach II, PE
Director, Office of Drinking Water

Madison Building
109 Governor Street, 6th Floor
Richmond, VA 23219
Phone: 804-864-7500
Fax: 804-864-7521

June 17, 2016

Subject: Amherst County
Water: Hydraulic & Water Quality Modeling
PF# 309-16

Amherst, Town of
Jack Hobbs
186 S. Main Street
P. O. Box 280
Amherst, VA 24521

Re: Drinking Water Program
Capacity Development Set-Aside
Planning and Design Funding Assistance Award

Dear Mr. Hobbs:

We have reviewed your application received in May 2016, for planning and design funding assistance. Subsequent to our review, it is our pleasure to offer you the enclosed Planning Funding Assistance Agreement which reflects principal forgiveness funding not to exceed \$31,400 for the above referenced project. The agreement includes the information you provided in your application for project description, costs, and activities start and completion dates or was provided based on our project experience.

Review the Agreement thoroughly and indicate your acceptance by signing on page 4. Should you deem it necessary to make any changes to the Agreement, please do so on the enclosed document and initial and date all changes.

Please note the following general conditions that must be satisfied with this Funding agreement:

1. Before any disbursement can be made, you will be required to submit documentation that you have properly procured the services of an engineer or other professional contractors as appropriate. Conformance to the Virginia Public Procurement Act is required, including the procurement of professional services. A good faith effort to solicit MBE/WBE participation must be made and documented as part of the procurement process.
2. Once all appropriate procurement documentation and approvals have been received and the report has been submitted to the appropriate field office, a request for disbursement may be submitted for eligible costs incurred. Please refer to Article IV of the attached Agreement.
3. The terms and conditions of the Agreement expire 15 months from the date of execution. Please refer to Article II of the attached Agreement.

Please send the following information to Mr. Howard Eckstein, Project Officer, at the address above within thirty days of the date of this letter if the procurement of engineering or other professional services has actually occurred. If procurement has not yet occurred, please provide us with the documentation as soon as possible.

If you procure by Request for Proposal (RFP) or a Request for Quotation (RFQ), please provide:

1. Documentation of your good faith efforts to solicit MBE/WBE participation
2. Professional Services Procurement Review Checklist (template attached)
3. Proof of date RFP or RFQ was issued (Certificate of Publication)
4. Copy of evaluation criteria used
5. Ranking of respondents
6. Statement detailing with whom negotiations were conducted
7. Copy of executed contract after VDH approves procurement

If you procure under the Small Purchases provision of the Virginia Public Procurement Act for professional services, which are expected not to exceed \$60,000, your procurement may be performed in accordance with Section 2.2-4303(G) of the Act. Attached is a form which may assist you in documenting your conformance with this Act. Please complete this form and provide items 1, 2, and 7 listed above.

If you have any questions or need clarification concerning the foregoing, please contact me at 804-864-7515 or barry.matthews@vdh.virginia.gov. Please return the Agreement to me no later than August 1, 2016.

Sincerely,



Barry E. Matthews, PG
Director of Capacity Development

Enclosure

cc: The Honorable Thomas A. Garrett, Jr.
The Honorable Benjamin L. Cline
The Honorable T. Scott Garrett
Gary F. Christie, Executive Director, Region 2000 Planning District Commission
Jeffery Wells, PE, Field Office Director, Danville Field Office (w/enclosure)
Misty Johnson, Sustainability Coordinator (w/enclosure)
Howard Eckstein, FCAP Project Officer, ODW Central Office

THE VIRGINIA PUBLIC PROCUREMENT ACT (the "Act")
PROCUREMENT REQUIREMENTS FOR SMALL PURCHASES

The Drinking Water Revolving Fund Program and Water Supply Assistance Funding Program require all recipients to follow the provisions of the Act. **Section 2.2-4303 (G) of the Act** allows for the establishment of purchase procedures, if adopted in writing, not requiring competitive sealed bids or competitive negotiation for single or term contracts for goods and services other than professional services if the aggregate or the sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable. For local public bodies, such purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$60,000. Completion and signing of this document acknowledges adoption and compliance with the Act and following conforming procedures.

Project Number and Name: PF# 309-16

A. Contract Information:

Name and Address of Bidder/
Offeror Selected: _____

Amount of Contract: _____
(Attach copy of contract)

Date of Contract: _____

Describe goods or services to be provided: _____

B. Documentation of Procurement Efforts:

List bidders/offers. Written informal solicitation of a minimum of four bidders/offers is required. Also date contacted, method of solicitation (e.g., written informal letter, fax or e-mail describing goods or services to be purchased with bid request or informal solicitation via telephone), and whether a response was given to the solicitation. Indicate price quoted for goods and services, if a response was received. It is noted that the Act requires that you solicit bidders/offers; the Act does not require that you receive a response to your solicitation.

MBE/WBE firms must be included as part of the solicitations. Attach documentation to support direct solicitations and price information received, if available.

<u>Bidder/Offeror</u>	<u>Date Contacted</u>	<u>Method of Solicitation</u>	<u>Response? (Yes/No)</u>	<u>Price (if applicable)</u>
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- 1) _____
- 2) _____
- 3) _____
- 4) _____

For professional services contracts only: Indicate at least three criteria (other than cost) considered in your selection of the firm/offers (e.g., knowledge of waterworks, past record of performance at your waterworks, experience of key persons assigned to the project, etc.). Please attach additional information.

Authorized Signature

Date

VDH Financial and Construction Assistance Programs
PROFESSIONAL SERVICES PROCUREMENT REVIEW CHECKLIST

**This form must be completed in full and submitted with the required documentation to Mr. Howard Eckstein, Project Officer, at 109 Governor Street, 6th Floor, Richmond, Virginia 23219, to satisfy Engineering Procurement Procedures.*

Project No. : _____ Date: _____

Project Name: _____

Submitted by: _____

I: Firm Information

Firm name: _____

Address: _____

Phone number: _____

Service Provided: _____

Date RFP Issued: _____ Contract Date: _____

Date for Receipt of Proposals: _____ Contract Amount: \$ _____
(At least 30 calendar days from date RFP issued)

II: Required Documentation

If procured via competitive negotiations (all items are required)

Advertisement

Certification of Publication/Advertisement with MBE/WBE language ☐

RFP to include scope of services desired, evaluation criteria, and contact information ☐

MBE/WBE Requirements

Documentation of MBE/WBE contractor search (DMBE website printout) ☐

Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts) ☐

Evaluation of Respondents

Scoring sheets with evaluation criteria ☐

Ranking of qualified respondents ☐

Statement detailing with whom negotiations were conducted (at least two respondents)
(this may be in the form of Board meeting minutes) ☐

Contract (to be submitted after VDH has approved procurement procedure)

Executed contract with top ranked respondent for fixed price amount
(For term contracts please provide general terms and task order; the fixed price amount for the task order cannot exceed \$100,000) ☐

If procured via a small purchase procedure for purchases under \$60,000 (all items are required)

Procurement Requirements for Small Purchases Form ☐

MBE/WBE Requirements

Documentation of MBE/WBE contractor search (website printout) ☐

Copies of direct solicitations to MBE/WBE firms (certified letters/receipts, e-mails, fax receipts) ☐

Contract (to be submitted after VDH has approved procurement procedure)

Executed contract with top ranked respondent for fixed price amount ☐

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF HEALTH
DRINKING WATER PLANNING FUNDING AGREEMENT
DRINKING WATER STATE REVOLVING FUND PROGRAM

VDH Funding Number: PF# 309-16

This agreement entered into this ____ day of _____ by the Town of Pulaski, a community waterworks owner, herein after called the "Recipient" and the Commonwealth of Virginia, Virginia Department of Health, herein after called the "Department".

The federal Safe Drinking Water Act Amendments of 1996 (P.L. 104-182), referred to as SDWA, established a Drinking Water State Revolving Fund (DWSRF) Program of which the Catalog of Federal Domestic Assistance number is 66.468. DWSRF Program funds are awarded annually to eligible states through capitalization funding. Using DWSRF Program funds, the Department created an activity to provide planning funding to small, rural, financially stressed, community waterworks. The Recipient is considered a sub-recipient of the DWSRF Program and is subject to the audit requirement of OMB Circular A-133.

WITNESSETH that the Recipient and the Department, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

ARTICLE 1
DEFINITIONS

1.0 The capitalized terms contained in this Agreement shall have the meanings set forth below unless the context requires otherwise:

- (a) "Activity" means Project Activity which constitutes a specific portion of the project, and as such is covered by its own budget account.
- (b) "Agreement" means this Funding Agreement between the Department and the Recipient, together with any amendments or supplements hereto.
- (c) "Authorized Representative" means any member, official or employee of the Recipient authorized by resolution, ordinance or other official act of the governing body of the Recipient to perform the act or sign the document in question.
- (d) "Consulting Engineer" means the Recipient's engineer who must be a licensed professional engineer registered to do business in Virginia and designated by the Recipient as the Recipient's engineer for the Project in a written notice to the Department.
- (e) "Director" means the Director of the Office of Purchasing and General Services of the Department.
- (f) "Funding" means the particular Funding described in this Agreement, with such changes thereto as may be approved in writing by the Department and the Recipient.
- (g) "Recipient" means the entity which is the sub-recipient of planning funds and as such must comply with this Agreement.

- (h) "Preliminary Engineering Report" means an engineering report for the Project as described in 12 VAC 5-590-200.C.
- (i) "Project" means the particular scope of work described in **Exhibit A** to this Agreement.
- (j) "Project Budget" means the budget for the Project as set forth in **Exhibit A** to this Agreement, with such changes therein as may be approved in writing by the Department and the Recipient.
- (k) "Project Costs" means the cost of various Project Activities described in the Project Budget.

ARTICLE II SCOPE OF PROJECT

2.0 The Recipient will cause the Project to be completed as described in **Exhibit A** to this Agreement. Failure to do so will result in the Recipient repaying any funds received. The terms and conditions of this Funding agreement expire 15 months from the date of execution of this agreement. The Department reserves the right to de-obligate any scope of service or payments not completed at this time.

ARTICLE III SCHEDULE

3.0 The Recipient will cause the Project to be completed in accordance with a project schedule showing the items to be accomplished, when and by whom. Refer to **Exhibit A** to this Agreement. The Department's detailed four page schedule may be required. The Recipient will designate a contact person to coordinate and implement needed actions.

ARTICLE IV COMPENSATION

4.0 Funding Amount. The total funding award from the Department under this Agreement shall not exceed \$30,000 (thirty thousand dollars). Disbursement of the Funding will be in accordance with the payment provisions set forth in Section 4.1 herein and the Project Budget.

4.1. Application of Funding. The Recipient agrees to apply the Funding solely and exclusively to the payment, or the reimbursement of the Recipient for the payment of Project Costs. The Recipient may request disbursement for up to one-half of the Project Costs once the final product of the Funding Activity has been submitted to the appropriate Field Office and is under review for approval. The remaining one-half of the Funding may be requested when the product has been approved. Additionally, the Recipient will also submit a copy of the final product to the Director of Capacity Development, in Central Office for review. The Department will disburse the Funding to the Recipient upon receipt by the Department of the following:

- (a) A requisition approved by the Department, signed by the Authorized Representative and containing a Schedule 1, all receipts, vouchers, statements, invoices or other evidence of the actual payment of Project Costs or that the Projects Costs have been incurred, and all other information called for by, and otherwise being in the form of, **Exhibit B** to this Agreement. The final request for disbursement should be supported by any approval letters called for in **Exhibit A**.

(b) If any requisition includes an item for payment for labor or to contractors, builders or materialmen, a certificate, signed by the Consulting Professional, stating that such work was actually performed or such materials, supplies or equipment were actually furnished or installed in or about the construction of the Project.

4.2 Availability of Funds. The Department may terminate this Agreement for convenience in the event that the federal funds allocated are no longer available.

4.3 Agreement to Complete Project. The Recipient agrees to cause the Project to be completed as described in **Exhibit A** to this Agreement, and in accordance with the schedule in **Exhibit A** to this Agreement.

ARTICLE V GENERAL PROVISIONS

5.0 Disclaimer. Nothing in this Agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the covenants contained herein.

5.1 Non-Discrimination. In the performance of this Agreement, the Recipient warrants that it will not discriminate against any employee, or other person, on account of race, color, sex, religious creed, ancestry, age, national origin or other non-job related factors. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

5.2 Conflict of Interest. The Recipient warrants that it has fully complied with the Virginia Conflict of Interest Act as it may apply to this Agreement.

5.3 Applicable Laws. This Agreement shall be governed in all respects whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia. The Recipient further agrees to comply with all laws and regulations applicable to the Recipient's performance of its obligations pursuant to this Agreement.

5.4. Federal Laws. The Recipient agrees to comply in all respects with all applicable federal laws, regulations and other requirements relating to or arising out of or in connection with the Project and the funding thereof, including but not limited to, OMB Circular A-133, and the federal "cross-cutting" requirements identified in the attached Schedule A, with particular emphasis on social legislation regarding civil rights and women's and minority business enterprise. For Funding Activities that include the construction, alteration, or repair of public buildings or public works (such as well drilling) the Recipient agrees to comply with the provisions of the Davis Bacon Act.

5.5 Procurement of Services. The Recipient agrees to fully comply with the provisions of the Virginia Public Procurement Act, with no exceptions recognized for localities under 3500 in population, in the procurement of services pursuant to this Agreement. The Recipient will also provide documentation to verify the good faith efforts to solicit MBE/WBE participation.

5.6 Records Availability. The Recipient agrees to maintain complete and accurate books and records of the Project Costs, and further, to retain all books, records, and other documents relative to this Agreement for three (3) years after final payments. The Department, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period. Additionally, the Department and/or its representatives will have the right to access work sites during normal business hours, after reasonable notice to the Recipient, for the purpose of ensuring that the provisions of this Agreement are properly carried out.

5.7 Liability Insurance. The Recipient shall take out and maintain during the life of this Agreement such bodily injury and property damage liability insurance, or self-insurance as shall protect it, to such an extent as is usual and customary for the Recipient, from claims for damages for personal injury, including death, as well from claims for property damage, which may arise from its activities under this Agreement.

5.8 Severability. Each paragraph and provision of this Agreement is severable from the entire Agreement; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

5.9 Exhibits. All exhibits to this Agreement are incorporated herein by reference.

5.10 Termination. This Agreement may be terminated if insufficient progress is being made on the project.

ARTICLE VI SPECIAL CONDITIONS

6.0 There are no special conditions associated with this planning funding. The Town of Pulaski will provide funds or in-kind services to fully complete this planning activity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

RECIPIENT

DEPARTMENT

Virginia Department of Health

FEI/FIN: _____

FEI/FIN: 54-6001775

Name: _____
Authorized Representative

By: John J. Aulbach II, PE

Signature: _____
Authorized Representative

Signature: _____

Title: _____

Title: Director, Office of Drinking Water

Date: _____

Date: _____

Barry E. Matthews, PG Date
Director, Capacity Development

SCHEDULE A
FEDERAL CROSS-CUTTING REQUIREMENTS

ENVIRONMENTAL AUTHORITIES:

Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended.

Clean Air Act, Pub. L. 84-159, as amended.

Coastal Barrier Resources Act, Pub. L. 97-348.

Coastal Zone Management Act, Pub. L. 92-583, as amended.

Endangered Species Act, Pub. L. 93-205, as amended.

Environmental Justice, Executive Order 12898.

Floodplain Management, Executive Order 11988 as amended by Executive Order 12148.

Protection of Wetlands, Executive Order 11990.

Farmland Protection Policy Act, Pub. L. 97-98.

Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.

National Historic Preservation Act of 1966, Pub. L. 89-665, as amended.

Safe Drinking Water Act, Pub. L. 93-523, as amended.

Wild and Scenic Rivers Act, Pub. L. 90-542, as amended.

ECONOMIC AND MISCELLANEOUS AUTHORITIES:

Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372.

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended.

Debarment and Suspension, Executive Order 12549.

SOCIAL LEGISLATION:

Age Discrimination Act of 1975, Pub. L. 94-135.

Title IV of the Civil Rights Act of 1964, Pub. L. 88-352.¹

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act).

Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250).

The Drug-Free Workplace Act of 1988, Pub. L. 100-690 (applies only to the capitalization grant recipient).

Equal Employment Opportunity, Executive Order 11246.

Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432.

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.

Anti-Lobbying Provisions (40 CFR Part 30) [applies only to capitalization grant recipients].

¹ The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.

*This information is provided for guidance and may not include all federal legislation as of this printing.

EXHIBIT A

PROJECT DESCRIPTION, BUDGET & SCHEDULE

Recipient: Amherst County Funding #: PF 309-16

Project: Hydraulic Modeling

Please provide a description of the activity associated with this project.

Update the Town's hydraulic model, create a new water quality model and produce a PER on how the Town should address existing and anticipated low pressure and water quality problems.

The following budget should reflect all funding eligible costs associated with the project.

ACTIVITY	ESTIMATED COST	START DATE	PROJECTED COMPLETION DATE
Submit Preliminary Engineering Report to Field Office	\$33,000	September 1, 2016	September 1, 2017
TOTAL Project Cost = VDH Funding Provided = Local Required Match Provided =	\$33,000 \$31,400 \$ 1,600		(VDH funding will not exceed \$31,400 The owner will provide or obtain needed funds to fully complete this planning activity.)

VDH reserves the right to bypass the planning funding and withdraw funding if the above schedule is not met.
See ARTICLE IV "COMPENSATION" for more detail on submittal and reimbursement requirements.

EXHIBIT B
REQUISITION FOR DISBURSEMENT
(To Be on Recipient's Letterhead)

Date

Subject: Amherst County
Water: Hydraulic Modeling
VDH Planning Funding # 309-16

Mr. Barry E. Matthews, PG
Director of Capacity Development
VDH-Office of Drinking Water
Madison Building, 6th Floor
109 Governor Street
Richmond, Virginia 23219

Re: Drinking Water Program
Capacity Development Set-Aside
Planning and Design Funding

Dear Mr. Matthews:

This requisition, Number _____, is submitted in connection with the Planning Funding Agreement, dated _____, 20__ between the Virginia Department of Health (Department) and the _____ ("Recipient"). Unless otherwise defined in this requisition, all capitalized terms used herein shall have the meaning set forth in Article I of the Planning Funding Agreement. The undersigned Authorized Representative of the Recipient hereby requests disbursement of proceeds under the Planning Funding Agreement in the amount of \$_____, for the purposes of payment of the Project Costs as set forth on Schedule 1 attached hereto.

Attached hereto are invoices relating to the items for which payment is requested.

The undersigned certifies that the amounts requested by this requisition will be applied solely and exclusively to the payment, or the reimbursement of the Recipient for the payment, of Project Costs, and (b) any materials, supplies or equipment covered by this Requisition are not subject to any lien or security interest or such lien or security will be released upon payment of the requisition.

This requisition includes an accompanying Certificate of the Consulting Engineer as to the performance of the work (as applicable).

Sincerely,

(Authorized Representative of the Borrower)

Attachments

SCHEDULE 1
DRINKING WATER STATE REVOLVING FUND PROGRAM
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

REQUISITION # _____

RECIPIENT: _____

CERTIFYING SIGNATURE: _____

TITLE: _____

DATE: _____

VDH PLANNING FUNDING NUMBER: PF# 309-16

Cost Category	Amount Budgeted	Previous Disbursements	Expenditures This Period	Total Expenditures To Date	Net Balance Remaining
Submission of Plans and Specifications	\$15,700				
ODW Approval of Plans and Specifications	\$15,700				
TOTALS:	\$31,400				

A 50% reimbursement request can be made upon submittal of the PER to the Field Office. The final reimbursement request can be made upon Field Office approval of the submittal; please refer to section 4.1.

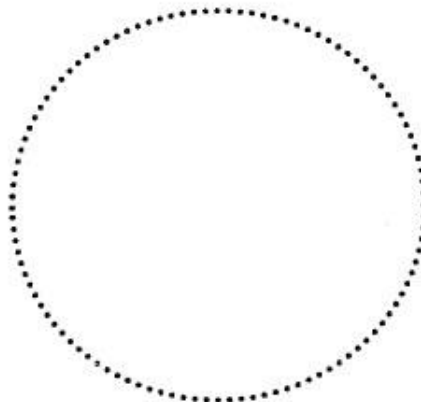
Total Amount	\$	31,400
Previous Disbursements	\$	
This Request	\$	
Grant Proceeds Remaining	\$	31,400

CERTIFICATE OF THE CONSULTING ENGINEER
FORM TO ACCOMPANY REQUEST FOR DISBURSEMENT

VDH Planning Funding # 309-16

This Certificate is submitted in connection with Requisition Number _____, dated _____, _____, submitted by the Town of Pulaski. Capitalization terms used herein shall have the same meanings set forth in Article I of the Financing Agreement referred to in the Requisition.

The undersigned Consulting Engineer for the Borrower hereby certifies that insofar as the amounts covered by this Requisition include payments for labor or to contractors, builders or materialmen, such work was actually performed or such materials, supplies or equipment were actually furnished to or installed in the Project.



SEAL

Consulting Engineer

Date

SECTION 6: ANTICIPATED DRAWING ARCHIVE ORGANIZATION TASK

- 6.1. The Town of Amherst desires the creation of a properly indexed electronic library of its drawings, plans, documents and other Town records. Of particular and immediate concern is the creation of a permanent electronic archive of its water and sewer drawings that can be readily accessed by Town officials for use in ongoing operations and to facilitate the study and reconstruction/rehabilitation or other improvement of its physical plant.
- 6.2. The Town anticipates that this effort will involve approximately 100 plans - currently in paper, CD and other electronic format – each with varying page counts per plan set. The Town anticipates delivering all files to the consultant in electronic format, and the consultant would establish the initial platform, index and content base.
- 6.3. Such an index would contain searchable items such as asset name, street name, tax map number, northing and easting per the state grid system, Miss Utility grid number, date, asset type, drawing type, and/or others. The consultant would develop the system that would be owned by the Town of Amherst and maintained by the Town of Amherst staff.
- 6.4. The system developed under this project would be developed in a way that would facilitate its integration into the Town's GIS system during a potential future project initiative.
- 6.5. The consultant would be expected to provide deep insight into the interplay of factors such as utilities security, ease of access, ease of maintaining the files and index, cost and others yet to be identified during discussion with the Town during the development of the document archive system.
- 6.6. The description of this task is evolving. Proposers are invited to provide scope of work, description of deliverables and associated pricing plans as they feel appropriate to assist the Town in this area.

SECTION 7: ANTICIPATED PLAN REVIEW SERVICE TASK

- 7.1. This task is intended to provide professional review services for the Town's planning and zoning, water and sewer utility operations.
- 7.2. The Town administers planning and zoning programs. Reference site plan (Article XI) and subdivision (Articles XII and XIII) sections of the Town of Amherst Zoning and Subdivision Ordinance (<http://amherstva.gov/wp-content/uploads/town-code/2005-Code-Chapter-18.1-Supplement-34-151016.pdf>), zoning forms (<http://amherstva.gov/departments/forms-files-downloads/>) and the site plan checklist (<http://amherstva.gov/wp-content/uploads/forms-files-downloads/Zoning-Form-16-Site-Plan-Review-Checklist-081224.pdf>) which are available for review online.
- 7.3. The Town of Amherst provides water and sanitary sewer services.
- 7.4. The Town of Amherst does not administer building code, erosion & sediment control/stormwater, gas, electricity utilities, or public street programs (except for elements required by VDOT).
- 7.5. The selected consultant would be expected to review Town ordinances, regulations and standards and assist with updating forms and procedures as appropriate to facilitate the efficient outsourcing of the plan review function.
- 6.8. The selected consultant would review plans submitted by private developers on a task order basis against Town regulations and good planning and engineering practice. As such, the consultant would not be expected to interface with developers, other regulators, or designers unless specifically requested by the Town of Amherst. A written report summarizing the project review would be required for each plan submitted/task order.
- 6.9. The description of this task is evolving. Proposers are invited to provide scope of work, description of deliverables and associated pricing plans as they feel appropriate to assist the Town in this area.